

March 1, 1972

William Poole, Esq.  
Potter, Anderson & Corroon  
350 Delaware Trust Building  
Wilmington, Delaware 19801

William H. Uffleman, Esq.  
Department of Law  
New Castle County  
Public Building  
Wilmington, Delaware 19801

In the Matter of Arbitration  
between New Castle County and  
Land Redevelopment Company

Gentlemen:

We, the arbitrators, extending our services in the subject case at your request, have considered the dispute relative to a proper release sought by the County from Land Redevelopment Company. Upon review of your statements and pertinent portions of both the contract and the hearing testimony we find that the release as proposed by Mr. Poole to be essentially adequate except for an additional qualification to further define the responsibility on the part of Land Redevelopment Company for proper maintenance of the landfill following termination of operations.

Attached are copies of the proposed release revised per our decision. The modification has been identified with the symbols ... for deleted words and underscoring for words inserted.

It is our belief and judgment that neither party should be held harmless for contingencies or conditions resulting from unforeseen future phenomena. We also wish to make clear that our award finding of \$59,200.00 to be paid by the County to Land Redevelopment Company included an identifiable sum to cover the cost of grading to place the landfill in proper terminal condition.

An additional fee of \$200.00 (\$100.00 each) for cost of arbitrators is hereby assessed for the additional service to resolve the release dispute. The total arbitration fee then becomes \$2,450.00 (\$1,225.00 each) to be divided equally between the parties.

Respectfully submitted,

*John V. Ingham*  
John V. Ingham

*Eugene R. Perry*  
Eugene R. Perry

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mhb  
cc: William J. Conner, County Executive

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January 12, 1972

In the matter of the Arbitration between

NEW CASTLE COUNTY

-and-

LAND REDEVELOPMENT COMPANY  
WILLIAM C. WARD, et al

We, the arbitrators, duly appointed for the  
above named case, find in favor of the plaintiff  
in the following amount:

Additional payment by New Castle County to  
Land Redevelopment Co. (Wm C. Ward).....\$59,200.00

We also allocate associated expenses  
as follows:

Cost for Arbitrators to be divided equally  
between the parties. Fifteen (15) days at  
\$150.00/day, including expenses for a total  
of .....\$ 2,250.00

Cost for Short Hand Reporter's services to be  
divided equally between the parties.

It is our belief and judgment that the above  
represents a fair and equitable settlement in this  
matter.

Respectfully submitted,

John V. Ingham  
John V. Ingham

Eugene H. Perry  
Eugene H. Perry

Copies to:

William J. Connor, County Executive  
William H. Uffelman, Jr. Esq.

William C. Ward  
✓ William Poole, Esq.

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RELEASE

Per Decision of Arbitrators

- March 1, 1972

THIS AGREEMENT made this       day of  
1972, by and between NEW CASTLE COUNTY, hereinafter "County",  
and LAND REDEVELOPMENT COMPANY, a corporation of the State of  
Delaware, WILLIAM C. WARD and ELIZABETH O. WARD, his wife,  
hereinafter "Owners".

WHEREAS, pursuant to paragraph 33 of an Agreement  
dated the 16th day of December 1968, between County and Owners,  
an arbitration award dated January 12, 1972, has been granted  
by the arbitrators, and

NOW, THEREFORE, pursuant to such arbitration award,  
and in consideration of the sum of FIFTY-NINE THOUSAND, TWO  
HUNDRED DOLLARS (\$59,200.00) paid to Owners by County, parties  
agree as follows:

1. Each of the parties hereto, the said County and  
the said Owners hereby releases the other of them from all  
sums of money, accounts, actions, suits, proceedings, claims  
and demands whatsoever which either of them at any time had or  
has up to the date of these presents against the other for or  
by reason of or in respect to any action, cause, matter or thing  
and in particular with respect to any action, suits, proceedings,  
claims, demands at law or in equity which either of them might  
have against the other arising out of or in connection with the

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operation of the landfill described in the contract dated December 16, 1968 up to the date of the execution of this release.

2. The parties agree that this release does not cover and is not applicable to any unforeseen contingencies developing from the condition of the land used by the County for landfill pursuant to the terms of the agreement between County and Owners dated December 16, 1968 as amended, such as the possibility of future stream pollution; provided, however, that Owners are responsible for maintaining proper grading ... of the landfill to prevent the collection of water thereon and to repair promptly cracks and fissures that might allow water to carry down through the landfill or to nearby streams; and to follow other procedures which have been recommended by the Consultants. In respect to any such after-discovered contingencies the parties will endeavor to reach an equitable agreement resolving their disputes, and upon failure to reach such an agreement in respect thereto, any disputes concerning responsibility under the Agreement of December 16, 1968, as amended, for contingencies or conditions resulting from unforeseen future phenomena relating to the landfill may be resolved under paragraph 33 of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set

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their hands and seals the day and year first above written.

LAND REDEVELOPMENT COMPANY

William Poole  
Witness

By William C. Ward  
President

William Poole  
Witness

Elizabeth O. Ward  
Secretary

William Poole  
Witness

William C. Ward  
William C. Ward

William Poole  
Witness

Elizabeth O. Ward  
Elizabeth O. Ward

William Poole  
Witness

NEW CASTLE COUNTY  
By William J. Conner

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